

THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL CASE NO. 1:19-cv-00062-MR

PARKER EXCAVATING, INC.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
JOMCO CONTRACTING, LLC;)	<u>AMENDED JUDGMENT</u>
JOMCO, INC.; HIGHLANDS AT)	
CULLOWHEE, LLC; WESLEY)	
SAMUEL OWENBY; JOSEPH RILEY)	
JOHNSON; and TRICIA RUTH,)	
)	
Defendants.)	
)	

For the reasons set forth in the Memorandum of Decision and Order
entered contemporaneously herewith,

IT IS, THEREFORE, ORDERED that the Plaintiff Parker Excavating,
Inc.'s Motion for Default Judgment [Doc. 41] is **GRANTED**, and the Plaintiff
is entitled to judgment against JOMCO, Inc. as follows:

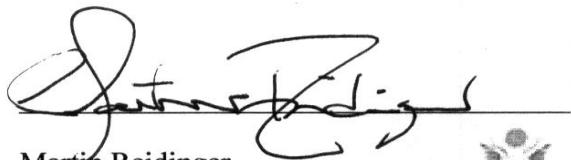
(1) The Plaintiff's Motion is **GRANTED** as to the claim for breach of
contract against JOMCO, Inc. The Plaintiff shall have and recover
of JOMCO, Inc. a judgment of \$151,953 for breach of contract and
\$18,284.32 in prejudgment interest from September 30, 2018 until
the date of the entry of this Judgment, plus post-judgment interest.

(2) The Plaintiff's Motion is **DENIED** as to the alternative claims for quantum meruit and account stated against JOMCO, Inc.

(3) The Plaintiff's Motion is **DENIED** as to the request for attorney's fees.

IT IS SO ORDERED.

Signed: April 24, 2020



Martin Reidinger
United States District Judge

